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IN THE FOURTH JUDICIAL DISTRICT COURT

COUNTY OF UTAH, STATE OF UTAH

IN THE MATTER OF THE OF: JERICA DICESARE and MICHAEL DICESARE	MARRIAGE	DECREE OF DIVORCE
		Case No.: 244401692
		Judge: Tony Graf Jr.
		Commissioner: Marla Snow

Petitioner, Jerica Dicesare [“Jerica”] having filed a *Petition for Divorce* against Respondent, Michael Dicesare [“Michael”]; Michael having filed an *Answer and Counterclaim*; and the parties having reached a final resolution by filing a *Stipulation and property Settlement Agreement* [“Stipulation”] resolving all issues **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND DECREED AS

FOLLOWS

- DIVORCE:** That Jerica and Michael [collectively “parties”] shall be granted this *Decree of Divorce* [“Decree”] on the grounds of irreconcilable differences the same to become final

upon entry.

4. **NAMES:** Because the parties share the same last name, they are referred to by their first names to avoid confusion, meaning no disrespect by the apparent informality to-wit: Jerica and Michael. *Janson v. Janson*, 2019 UT App 106.
5. **MARRIAGE:** The parties are husband and wife, having been married on the 7th of August, 2016 in Utah, County in the state of Utah; the parties separated on or about July, 2023.
6. **CHILDREN:** The orders stemming from this Decree pertain to the following children born to the parties, to-wit: Mila Shay Dicesare, born May 11, 2017; and Livyanna Jaci Dicesare, born June 15, 2020 [hereinafter individually referred to as “Mila” and “Livyanna” respectively, and/or collectively or individually as “children” “child” regardless of singular or plural].
7. **CUSTODY AND PARENT-TIME:**
 - a. **Legal custody.** The parties shall be awarded joint legal custody of the child as outlined in the Parenting Plan section herein.
 - b. **Physical Custody.** The parties shall be awarded joint physical custody of the child as outlined in the Parent-time Schedule outlined herein below.
8. **PARENT-TIME SCHEDULE:** Parent-time shall ultimately be as the parties can agree in writing. If the parties cannot agree, Michael shall have parent-time consistent with Utah Code Annotated [“Utah Code”] § 81-9-303, as follows:
 - a. **Alternating Weekend.** Michael shall be entitled to parent-time every other weekend that shall begin on Friday after school, or 9:00 a.m. if school is not in session, upon picking up the child from school, and end on Monday mornings upon delivering the

child to school or 9:00 a.m. if there is no school.

- b. **Mid-week.** Michael shall be entitled to two weekday visits that shall begin on Wednesday after school, or 9:00 a.m. if school is not in session, upon picking up the child from school, and end on Thursday at 7:00 p.m.
- c. **Holidays.** The parties shall alternate holidays as they can agree. If they cannot agree, they shall comply with the following table, pursuant to Utah Code § 81-9-303:

Odd Years	Even Years	Holiday and Time
Michael	Jerica	Martin Luther King Jr. Holiday (1) Holiday begins Friday at (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.
Jerica	Michael	President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.
Michael	Jerica	Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.
Jerica	Michael	Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be

		with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.(2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.
Jerica	Jerica	Mother's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.
Michael	Michael	Father's Day (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.
Jerica	Michael	Juneteenth (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Michael	Jerica	July 4th (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Jerica	Michael	July 24th (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Michael	Jerica	Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.
Jerica	Michael	Columbus Day (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.
Michael	Jerica	Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends:

		(a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.
Jerica	Michael	Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Michael	Jerica	Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Jerica	Michael	Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.
Michael	Jerica	First Half of Christmas Vacation (1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.
Jerica	Michael	Second Half of Christmas Vacation (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.
Michael	Jerica	The day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Jerica	Michael	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.

*** The parties shall provide the other notice/itinerary for any travel during holiday parent-time, pursuant to Utah Code § 81-9-202(19) ***

- d. **Summer Parent-time.** The parties shall be entitled to extended parent-time during the summer months, when school is not in session for summer break, as follows:

1. Michael's Summer Parent-time. Michael is entitled to four weeks of extended parent-time during the summer, which may be consecutive, as follows:
 1. Two weeks shall be uninterrupted; and
 2. Two weeks shall be interrupted by Jerica for a mid-week visit consistent with Michael's Mid-week schedule outlined above.
2. Jerica's Summer Parent-time. Jerica shall be entitled to two weeks of uninterrupted extended parent-time during the summer months, which may be consecutive, when school is not in session for summer break.
3. In calendar years ending in an even number, Jerica shall notify Michael, in writing, of the dates she will be exercising her summer parent-time by May 1st and Michael shall notify Jerica of the dates he will be exercising his summer parent-time by May 15th.
4. In calendar years ending in an odd number, Michael shall notify Jerica, in writing, of the dates he will be exercising his summer parent-time by May 1st and Jerica shall notify Michael of the dates she will be exercising her summer parent-time by May 15th.
5. If the party with first option doesn't provide written notice by May 1st, the other party shall be entitled to first option for that year. The summer parent-time cannot interfere with the other parent's holiday parent-time.
- d. **Relocation**. A party moving more than 150 miles from the child's current primary residence shall comply with Utah's relocation statute, Utah Code § 81-9-209.
- e. **Out of State/Country Travel**. The parties shall notify one another of any out of state or

country travel and provide the other party with an itinerary of where the child will be and contact information for emergencies, consistent with Utah Code § 81-9-202(19). The parties agree to fully cooperate with each other if the child requires a passport for out of the country travel.

3. **PARENTING PLAN:** The following parenting plan shall govern the parties to-wit:

a. **General Guidelines.**

- i. **Court Orders Govern:** The parties recognize they must follow this Decree and other applicable court orders in this case and that neither party gets to make their own rules at any point.
- ii. **Flexibility in Co-Parenting:** The parties understand that flexible co-parenting reduces conflict and creates a healthy environment for the child. Therefore, the parties agree to be reasonably flexible in co-parenting the child. For example, schedules and arrangements may be altered if both parties agree in writing twenty-four [24] hours in advance and the parties will consider what is in the best interest for the child when making decisions—extracurricular activities, church/neighbor activities, and family/friend gatherings.
- iii. **Speaking Positively about the Other Parent:** The parties acknowledge that speaking negatively of the other parent only harms and confuses the child. The child views themselves as half of each parent. Therefore, the parties will speak well of the other parent in front of the child. The parties will not malign or speak negatively of the other parent to the child, nor will they speak negatively of the

other parent to any third party where there is any risk of the child hearing what is being said. Children do not need to hear about character flaws of the other parent.

- iv. **The Child is Not a Tool for Discovery:** The parties shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.
- v. **The Child is Not a Counselor:** The parties shall not use the child as a confidante to counsel with about their own personal problems, especially if the problem is related to the other parent.
- vi. **The Child is Not a Messenger:** The parties shall not use the child as a messenger. Any issues that need to be discussed must be discussed between the parties outside the presence of the child.
- vii. **Increased Flexibility as the Child Grows:** As the child grows up and matures, their needs and interests will change. The parties will use their best efforts to coordinate with the other parent to ensure the child can engage in those appropriate activities they find most fulfilling. The parties understand that as the child gets older they may require more freedom and the parties may need to be more flexible, avoiding placing the child in the middle of a tug-of-war between parents. Nevertheless, absent an agreement between the parties, the parties must follow this Decree and other applicable court orders, if any.
- viii. **Written Agreements:** Any required "written" notice or agreement between the parents shall include any form of written communication, including but not

limited to text messages, emails, letters, or other written correspondence evidencing the parties' mutual assent.

- ix. **Reclaiming Offered Parent-time:** If either parent offers the other an opportunity to exercise parent-time during the offering parent's parent-time—whether to accommodate holidays, work obligations, family events, special events for the children, or any other relevant reason—and the other parent accepts or makes arrangements to exercise such time, the offering parent may only reclaim that parent-time and/or retract the offer by providing the other parent at least forty-eight [48] hours' advance written notice. Unless otherwise agreed, in writing, if the offering parent fails to provide the required notice, then the receiving parent shall be entitled to exercise the parent-time as previously arranged.
- x. **Advisory Guidelines:** The Advisory Guidelines of Utah Code § 81-9-202 shall be binding upon the parties. If any inconsistencies are found between this Parenting Plan and the Advisory Guidelines, however, this Parenting Plan shall govern.

b. **Communication & Information.**

- i. **Party Communication:** Communication about adult issues [see Decision Making/ Dispute Resolution Section herein below] shall occur between the parties only; this includes a requirement for the parties to continue to communicate with one another and not communicate instead through their spouse, a significant other, or any other third party. Similarly, the parties shall not

include their potential future spouse, significant other, or a third party in the discussions between the parties about the child. Communication between co-parents shall be peaceful, civil, and non-abusive.

- ii. **Child Communications:** Both parties shall be entitled to reasonable, uninterrupted telephone, virtual, text, or other reasonable contact with the minor child at reasonable hours and for reasonable durations (which shall be based upon the child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child. Similarly, each party shall enjoy mail and email contact with the child. The child may initiate contact with each parent without restrictions.
- iii. **Response Time and Frequency of Communication:** When a parent receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within twenty-four [24] hours. However, the parties shall not be overbearing or excessive in the length or frequency of their messages. They shall only communicate with each other when necessary, communications shall be focused on the child, and they shall avoid blame pettiness and disputes, understanding that sometimes messages can be read in a negative tone or manner that was not intended by the other parent. In general, the parties shall keep communications between the hours of 9:00 a.m. and 5:00 p.m. except in cases of emergency or time sensitive issues involving the children.

- A. Notwithstanding the foregoing, the parties shall not abuse this general guidance to avoid communication with the other party. Accordingly, special consideration will be given to time-sensitive communications, such as last minute schedule change requests, cancellations of circumstances or events that may impact the child/parent-time, emergencies, etc.
- iv. **Relationships with the Child's Support Personnel:** Each parent is responsible for creating their own relationships with the child's teachers, doctors, coaches and friends, and shall not rely on the other parent's relationship with these individuals. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other parent to fulfill this provision. However, the parties shall freely exchange information pertinent to the child consistent with this Parenting Plan, or when asked by the other parent.
- v. **Child's Illnesses:** The parties shall notify the other parent immediately in the event of a medical emergency or when the child is ill and requires treatment—such as seeking recommendation or input from a physician, administering non-routine medication or healthcare beyond routine or benign treatment, etc. If child is in the ER both parents are allowed to be there for the child's comfort and support, and communication between parents shall remain civil and courteous. The parties shall not use the child's illnesses as an excuse to interfere with parent-time. Both parents are competent to care for the child during illness. The

parties will give details on medication for the child and any dosages necessary. Each party shall administer medicine as instructed by the child's medical or other professional.

- vi. **Access to Information:** Each party shall have absolute and complete access to all educational and medical records of the child. Each party shall be listed as a parent on the child's school, medical, extracurricular, religious, and all other records.

c. **Activities.**

- i. **Attending the Child's Activities:** Both parties have the right to know about and attend all school, religious, and extra-curricular activities of the child, regardless of whether such activities occur during their parent-time schedule.
- ii. **Calendaring Activities:** The parties may use shared calendars or other organizational tools to assist with awareness of the child's activities; however, use of any specific online calendar is not required. Each parent shall ensure that the other parent receives reasonable notice of events through direct communication and shall not rely exclusively on a shared calendar for notification.
- iii. **Child's Attendance at Special Events:** The parties shall make reasonable efforts for the child to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent [i.e. weddings, extended family reunions, or important ceremonies]. The party requesting an

accommodation shall provide options for make-up parent-time with their request so the other parent does not lose parent-time.

iv. **Parents' Discussion about Potential Activities:** Where a conflict in parent-time is likely to arise because of the child's enrollment in an activity, the parents shall discuss any proposed changes to the parent-time schedule with the other parent prior to talking with the child about such activity that they want them to be involved in.

v. **Joint Enrollment of the Child in Activities:** The parties agree to encourage the child's involvement in healthy extracurricular activities, as follows:

A. Enrollment in New Activities.

- I. The girls are current enrolled in dance and shall continue with this extracurricular activity, and shall be paid for by the Mother;
- II. Any changes to the child's extracurricular activity shall be mutually agreed by the parties, in writing, before any changes are implemented by either party; and
- III. If either party desires to enroll the child in any additional extracurricular activity that requires ongoing participation—not agreed upon by the other party, in writing—the child may participate in such activity during the scheduling party's parent-time, but the non-agreeing party is not required to participate or transport during their parent-time, or pay for it.

B. Financial Responsibility.

- I. The parties shall equally split the costs of all agreed upon extracurricular activities and each be independently responsible for such expenses directly to the provider.
 - II. If one party enrolls the child without agreement from the other, the enrolling parent shall be solely responsible for all associated costs.
- d. **Technology.** The parents shall comply with the following, with regards to the child's use and access to technology:
- i. Unless otherwise agreed, in writing, the parents agree that neither shall provide the child with their own individual cellular phone or smartphone prior to the child attaining the age of twelve [12] years. Prior to that age, any telephonic or electronic communication by the child shall be facilitated through a parent's device or other mutually agreed-upon means.
 - ii. Upon the child attaining the age of twelve [12] years, the parties may provide the child a basic cellular phone—not smartphone. At this time, the parties shall confer in good faith regarding the timing, conditions, and parameters of the child's use of this basic cellular phone—including but not limited to usage limits, parental controls, and monitoring consistent with the terms of this Parenting Plan. Upon reaching the age of fifteen [15] years, unless otherwise agreed in writing, either party may obtain a smartphone for the child.
 - iii. Unless the parties otherwise agree, in writing, neither child shall be permitted to have any social media account(s) until they are in high school, respectively.

- iv. All devices that the children will have direct, unsupervised access to, regardless of age, shall be installed with parental controls, which shall include restrictions for internet access, social media, applications agreed to by both parties, screen time, and any other parental controls agreed upon by the parties.
- v. These controls shall be modified as agreed to by the parties based upon the children's age and maturity.
- e. **Decision Making/Dispute Resolution.** The parties shall make major decisions together and give good faith consideration to the views of the other regarding such, as follows:
 - i. Major decisions shall constitute significant decision involving medical, schooling, or religious issues. In such occasions, if the parties disagree, they shall seek input from treating physicians/educators and both shall be provided with the input. If either party disagrees with the recommendation of a relevant professional, they may seek a second opinion by another professional. The parties shall then discuss such decisions, in relation to such input, as follows:
 - A. The parent proposing a major decision shall provide written notice to the other, except for emergency decisions;
 - B. The notice must include a clear description of the decision to be made, the reasons for the proposed decision, and any relevant input from the treating physicians/educators supporting their decision; and
 - C. The party receiving notice shall respond to such notice within thirty-six [36] hours of receiving the same. A response stating an intention to acquire a second professional opinion shall satisfy thirty-six [36] hour time period,

as a second opinion could take longer than thirty-six [36] hours to obtain. If the Father is on military leave, then he shall have seven [7] days to respond. If a party intends to get a second professional opinion, such opinion shall be scheduled within 7-days to take place as soon as reasonably practicable. A parent shall notify the other of the date/time for the appointment regarding a second professional opinion as soon as it is scheduled.

- I. If they fail to respond, then it shall be deemed as consenting to the proposal. If they respond and their decision differs from the proposed change, then they shall provide such differing opinion in their response—including any relevant input from the treating physicians/educators supporting their decision, if available, as soon as reasonably practicable.
- ii. If the parents cannot agree on a decision after making a good faith effort to come to an agreed upon decision the parents shall utilize the input of the primary treating professional to guide the decision on a preliminary basis. If the parents still cannot agree, they shall attend mediation prior to setting the matter for hearing.
- f. **Transportation, Travel, And Local Relocation.**
 - i. **Pick-Up and Drop-Off:** Exchanges shall occur as the parties agree. If the parties cannot agree, the parent beginning their parent-time shall be responsible for picking the child up from the other parent's residence to begin their parent-time.

- A. If a party is late to the pick-up time, the violating party shall provide the other notice and be required to pick-up/drop-off the child at the others residence within the hour of the exchange time.
 - B. The parties may send a third party, approved upon by both parties, in their place to pick-up or drop-off the child.
- ii. **Importance of Being On Time:** The parties recognize and understand that the other parent has plans, schedules, and other constraints on their time. Each party shall be considerate of this by demonstrating routine timeliness and having the child ready to be picked up at the beginning of the other parents designated parent time. Any expected change in pick up time needs to be communicated at least 24 hours in advance except in cases of emergency [including work emergencies]. And, if a party is 20 or more minutes late to picking up the child from the others residence for their scheduled pick up time, the other party shall not be required to wait around for the non-complying party to arrive and, if necessary, communicate the need for the non-complying party to pick up the child a location other than the compliant party's residence.
- iii. **Behavior During Parent-Time Exchanges:** The parties shall keep communications positive during parent-time exchanges. The parties recognize that it is healthy for the child to see their parents have positive interactions with each other. Parent-time exchanges should be brief and without fanfare or drama. Parent-time exchanges are not the place to resolve disputes or discuss substantive issues regarding the child, regardless of whether the child can hear the

conversation. Neither parent shall enter the residence of the other without prior written permission.

- iv. **Traveling with the Child:** The parties shall follow Utah Code § 81-9-202(19) with regards to travel and vacations with the child. Namely, whenever a parent travels with the child [i.e., out of state or overnight in a place other than that parent's home], all of the following will be provided to the other parent: [a] an itinerary of travel dates; [b] destinations; [c] places where the child or traveling parent can be reached; and [d] name and telephone number of an available third person who would be knowledgeable of the minor child's location. When travelling, the parent will make reasonable efforts to facilitate communication with the other parent. If the child requires a passport for travel, both parties will assist in obtaining such passports.
- v. **Change of Contact Information:** The parties shall provide one another with current contact information within 24 hours of any local change of address, a new telephone number, or new email address.
- g. **Joint Financial Obligations of Child.** The parties shall equally provide for the child's financial needs as set forth herein and as required by statute, and each parent is liable only for 50% of the share of the relevant expense. Pursuant to Utah Code § 15-4-6.7, collection and billing of the parties' respective financial obligation to the child shall occur as follows:
 - i. The parents shall provide any medical or dental provider described in Utah Code §§ 26B-9-224 and/or 81-6- 202 a copy of the Decree, and the provider shall:

- A. At or before the time the provider renders medical or dental services to the child, and upon request from a parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the Decree; or
 - B. Within 30 days after the day on which the provider renders the medical or dental service to the child, may not:
 - I. Make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or
 - II. Make a negative credit report under Utah Code § 70C-7-107, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the Decree.
- ii. The parents shall provide any service provider relevant to the child's school and agreed upon extracurricular fees, as contemplated in Utah Code §§ 81-4-204 or 81-4-406 [only include § 81-4-406 if it's a divorce], a copy of the Decree, and the provider shall:
- A. Before the day on which the provider first issues a bill for such expense, and upon request from a parent, separately bill each parent for the share of the expense that each parent is required to pay; and

- B. May not make a negative credit report under Utah Code § 70C-7- 107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order.
- iii. Notably, a provider may bill a parent for that parent's share of a child's expenses regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of such expenses.
- iv. If a provider will not bill the parents separately, a parent incurring an expense that the other parent is equally responsible for shall provide proof of the expense and proof of the payment to the other parent within thirty [30] calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty [30] calendar days. If a party fails to notify the other of an expense incurred for the minor child, that party may be denied the right to reimbursement for such expense.
- h. **Mutual Restraining Orders.**
 - i. **Communication:** The parties are mutually restrained from threatening, harassing and stalking each other; and all communication should be civil in nature. The parties communication should be in reasonable duration and in length. If a reasonable amount of time has passed the party can send a follow-up request, but at no time should a party ever bombard another party with requests on the same issue. It is expected that all requests should be responded to in a reasonable

amount of time consistent with the frequency contemplated above. The parties communication should be limited to child related or those related to the divorce. The parties will not attempt to influence the children through reward, punishment or guilt. The parties will not involve the children in legal disputes. The parties will not expose the children to adult content.

- ii. **Harassment:** Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.
- iii. **Disagreements:** The parties shall not involve the child in the legal disputes of the parties, financial matters, parent-time, and/or custody. The parties shall not attempt to influence the child or the child's preference with respect to issues of custody and or parent-time, either by reward, or punishment, or guilt.
- iv. **Alcohol and Illegal Substances:** Neither party shall consume alcohol to the point of impairment, illegal drugs, or prescription medication contrary to the prescription prior to or during parent-time with the child. In addition, the parties are likewise prohibited from smoking any substances where the child could inhale second hand smoke, consuming cannabis edible or otherwise being under the influence of any such substances in the presence of the child to the point of impairment.
- v. **Third Parties:** Both parties shall be mutually restrained from inducing or allowing any third party individuals to do what they themselves are prohibited from doing under this Parenting Plan and shall have the affirmative duty to use

his or her best efforts to prevent such third parties from committing such violations, or shall remove the child from such circumstances if they occur. Each party shall control their own extended family and ensure that their conduct and behavior around the child are consistent with these terms.

- vi. **Right of First Refusal:** If either party is unable to provide direct care and supervision for the child during their scheduled parent-time because of work, or for a period exceeding eight [8] hours, they shall offer the other party the right of first refusal ["RoFR"] to care for the child during that period, prior to making alternative childcare arrangements. Unless otherwise agreed, the party exercising the RoFR shall be responsible for transportation of the child to and from the other party's residence.

A. The level of supervision required by a parent while they are working during their parent-time shall be appropriate to the child's age, maturity, and demonstrated ability for self-care, and shall reasonably evolve as the child grows older.

B. Direct, continuous, in-person supervision is not required for children who are of sufficient age and maturity to safely care for themselves for reasonable periods of time. Older or mature children may remain in the care of a working parent without triggering the RoFR.

C. In such circumstances, a working parent shall be considered available so long as the parent is reasonably accessible, able to respond as needed, and able to provide assistance in the event of an emergency. The RoFR shall

not be invoked based solely on a parent's work schedule, work location, or the use of technology during parenting time.

- vii. **Stepparents and Significant Others:** The parties agree to value the positive aspects of the stepparents and will likewise ensure any stepparent that they introduce to the relationship does not overstep their limited role. The role of a such individual is to support, not supplant the other parent. Accordingly, stepparents or significant others [herein "Significant Others"] are precluded from watching the child until after the other parent is given the RoFR, as contemplated above.

A. Neither party shall cohabit with a Significant Other, nor permit a Significant Other to reside in that party's home, until the relevant party and their Significant Other have been in a committed dating relationship for at least six [6] months.

- viii. **School and Homework:** That the child school schedule and education expectations requires attentiveness to details—such as completing homework on time, getting the child to school on time, and communicating with one another about schooling expectations with their teachers/counselors. The parties shall work together to help the child excel in their academics by equally sharing in all reasonable and necessary costs associated with school curriculum.
- ix. **Hygiene:** The parties recognize the importance of maintaining appropriate hygiene for the child—to promote their health, well-being, and social development. Both parents shall each, during their respective parent-time, ensure

that the child is bathed and/or showered regularly, that their hair is kept clean and groomed, that their teeth are brushed regularly, and that their nails are trimmed as needed. The child's clothing shall be clean, weather-appropriate, and in good condition.

x. **Personal Property of the Children:** To support a smooth transition between homes, the following applies:

A. Items the child may freely transport. The child may freely take personal items between households, including but not limited to school backpacks, books, school supplies, comfort items or toys, sports equipment related to ongoing extracurricular activities. These items should not be withheld by either parent.

B. Clothing and owned items. Each parent is responsible for maintaining an appropriate supply of clothing at their respective homes. If clothing belonging to one parent's household is worn to the other parent's home, those items will be returned at the next scheduled exchange. Neither parent will intentionally withhold the child's clothing or belongings.

8. **CHILD SUPPORT:**

- a. That for child support purposes Jerica's gross monthly income is imputed at \$2,988 and Michael's gross monthly income for child support purposes is imputed at \$6,250.
- b. That Jerica shall be awarded 220 overnights and Michael shall be awarded 145 overnights.

- c. That based on the child support calculator worksheet, Michael's child support obligations to Jerica shall be \$787 per month. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable via one lump-sum on the 5th day of each month, or one-half on the 5th day and one-half on the 20th day of each month.

3. **HEALTH INSURANCE:**

- a. **Medical Expenses.** Pursuant to Utah § 81-6-208, the parties shall equally share in the cost of providing and maintaining health care coverage for the medical expenses of their minor children. At the time of the Decree, Michael is currently providing said insurance.
- b. **Apportionment of Medical Insurance Premium.** Each party shall pay one-half of the minor child's portion of the medical, dental, and vision insurance premium.
 - i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children. The party paying the health insurance premium may receive credit for the other parent's portion pursuant to Utah Code § 81-6-208(8).
 - ii. The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance

carrier, premium or benefit within 30 days from the date of the change and provide an annual updated medical card.

- c. **Out-of-Pocket Costs.** Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, eye care, counseling, prescriptions, deductibles, co-pays and other such reasonable and necessary expenses associated with the child consistent with the Joint Financial Obligations of Child outlined in the Parenting Plan.
- d. **Reimbursement.** Taking into consideration the allocation of expenses contemplated in the Parenting Plan outlined above, if a party incurs an expenses on behalf of the other, the party who incurs health care expenses shall provide written verification of the cost and payment to the other party within thirty [30] days of payment. The other party shall reimburse their one-half within thirty [30] days of receipt of the verification.

4. **CHILD RELATED INCOME TAX DEDUCTIONS:**

- a. Jerica shall claim Mila and Michael shall claim Livyanna. As a child of the parties reaching the age at which they are no longer a qualifying minor dependent under the terms of the parties' Decree, the parties shall alternate the remaining child with Jerica claiming the remaining child in even years and Michael claiming the remaining child in odd years.
- b. Consistent with Utah Code § 81-6-210, if Michael is not current in their child support obligation the tax exemption shall automatically revert to Jerica. That the parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor child when he/she is entitled to the tax benefit.

5. **REAL PROPERTY:** That the parties did not acquire any real property that is subject to marital distribution.
6. **PERSONAL PROPERTY:**
 - a. That Jerica shall be awarded the personal property currently in her possession.
 - b. That Michael shall be awarded the personal property currently in his possession.
 - c. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.
7. **BANK ACCOUNTS:**
 - a. That Jerica shall be awarded the bank accounts currently under her exclusive control.
 - b. That Michael shall be awarded the bank accounts currently under his exclusive control.
 - c. All joint accounts shall be closed and the balances therein divided equally.
 - d. Jerica shall provide her account information to Michael so that he may arrange for direct deposits to her account for child support and alimony.
 - e. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.
 - f. All property shall be exchanged within sixty [60] days of the entry of the Decree.
8. **DEBTS:**
 - a. That the parties shall divide their debts as follows:
 - i. The parties shall split equally the debt associated with Signature Loan – Fixed Acct. No. 5433-L0061, totaling \$1,957.72. Each party shall pay \$978.86 towards the debt. If necessary, the parties shall indemnify and hold the other harmless for

any of the foregoing debts and shall pay such debts within sixty [60] days of the Decree.

- ii. Jerica shall pay Visa Rewards Acct. No. 1123-L0074; and 2014 Jeep Cherokee Acct. No. 5433-L0060. If necessary, Jerica shall indemnify and hold Michael harmless for any of the foregoing debts and transfer such debts into her individual name within sixty [60] days of the Decree.
- b. That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefits.
- c. Each party shall indemnify and hold the other harmless from any collection efforts, liability, or adverse credit consequences arising from their failure to pay the debts for which they are responsible. The payment of the debts set forth above is non-dischargeable in bankruptcy; solely as to the indemnification of the other party.
- d. Each party shall take all necessary steps to remove the other party's name from any joint debt they are assigned herein within thirty [30] days of the Decree, including but not limited to refinancing, consolidation, or otherwise satisfying the debt. If a party is unable to remove the other's name from a joint debt within the stated timeframe, they shall provide written documentation to the other party detailing the efforts made and the status of the debt. The responsible party shall not incur new charges or otherwise increase the balance of any such joint debt after the date of the parties Stipulation.

9. **RETIREMENT BENEFITS:** That the parties shall equally divide the parties' retirement and related investment accounts by dividing $\frac{1}{2}$ of all growth and principal of the account that accrued during the course of the marriage, as follows:

Account	Account Holder	Division
Thrift Savings Plan	Michael	One-half to each party
Iron Gate Global Advisor Rollover IRA	Michael	One-half to each party
Vanguard/Fidelity	Michael	One-half to each party
Mountain America Credit Union Roth IRA	Jerica	One-half to each party

- a. For the purpose of division, any withdrawals made since the date of separation listed herein is added back to the balance of the accounts. A Qualified Domestic Relations Order ["QDRO"] shall issue from this Court to assist the parties in dividing the foregoing.
- i. Division Date will be the parties' date of divorce.
 - ii. The parties agree that attorney David Hunter or another mutually agreed upon attorney shall prepare the QDRO and the parties shall equally divide any fees associated therewith within sixty [60] days of receiving such documentation.
 - iii. The parties shall exchange any information or effectuate any paperwork necessary to obtain the QDRO within sixty [60] days of the entry of the Decree.
 - iv. That if a party desires to elect a survivor's benefit they may do so at their own cost.
 - v. That if any specific language is required to effectuate these terms the parties shall cooperate in amending any order accordingly.
- b. That the parties shall exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange shall occur

within sixty [60] days of the entry of the Decree and each party should cooperate and execute all documents necessary to effectuate the transfer of their retirement and related investment accounts.

9. **ALIMONY**: That alimony shall be awarded from Michael to Jerica in the amount of \$1,213 per month beginning May 1, 2026, and shall continue for a period of three [3] years and six [6] months—with the last payment on November 30, 2029—or until Jerica remarries, cohabitates, or dies, whichever occurs first.
10. **MAIDEN NAME**: That Jerica shall be restored to her maiden name of “Jerica Bree Garrick”, if she so desires.
11. **ATTORNEYS FEES**: That each of the parties shall pay their own attorney fees and court costs if this matter.

****** The Court’s electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval
and authorization for counsel to
electronically sign this document on
my behalf when it is e-filed with the
Court.

Megan P. Blakelock
Megan P. Blakelock
Attorney for Michael Dicesare

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED ON June 30, 2026.

**Farr Cragun & Berube,
P.C.**

/s/ Jon L. Yukon

Jon L. Yukon

Attorney for Jerica Dicesare

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Megan P. Blakelock
megan@blakelocklaw.com

☒ E-Mail
☐ Facsimile
☐ Hand delivery
☐ E-Filed

The foregoing was performed on June 30, 2026

/s/Ashley Warner

Law Clerk